

MEMORANDUM OF UNDERSTANDING

BETWEEN

CITY OF EUREKA

AND

EUREKA FIRE OFFICERS LOCAL #4630

JANUARY 1, 2008 – DECEMBER 31, 2010

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MEMORANDUM OF UNDERSTANDING
BETWEEN
THE CITY OF EUREKA
AND
EUREKA FIRE OFFICERS LOCAL #4630
REGARDING SALARIES AND SUPPLEMENTAL BENEFITS FOR
JANUARY 1, 2008 – DECEMBER 31, 2010

- A. In accordance with the provisions of the Meyers-Milias Brown Act, Section 3500 et. seq. of the Government Code of the State of California, the authorized representatives of the City of Eureka, herein called City or Management, have met and conferred in good faith with the authorized representatives of the Eureka Fire Officers Local #4630, herein called EFOL or Union, regarding salaries and supplemental benefits.
- B. RECOGNITION: The Eureka City Council hereby recognizes the Association as the representatives for the bargaining unit consisting of the following class:

FIRE CAPTAIN II *

The parties agree that recognition extends to all regular City Council allocated positions, whether full-time or part-time, in the class listed above and such other classifications as may be created, during the term of this agreement, that are not filled by employees properly designated as "Confidential" or "Management" employees. Regular City Council allocated position is defined to mean those positions approved by the City Council and subject to the provisions of the City's Personnel Rules and this Memorandum of Understanding. This position is in the classified/competitive service as compared to Temporary, Seasonal and Extra Help positions, which are not. No person employed by the City in a Temporary, Seasonal or Extra Help status, in any EFOL represented class, shall be subject to the provisions of this MOU or eligible to the benefits provided therein.

*In April, 2007, Eureka Firefighters' Local #652 (EFL) voted to amend the status of the Fire Captain II class within EFL from "active" to "associate" members, and in October, 2007, the City Council approved a new, separate bargaining unit: the Eureka Fire Officers Local (EFOL), consisting of the Fire Captain II class. Clarifications deemed necessary as a result of these bargaining unit changes have been addressed in the EFL successor MOU and in this initial EFOL MOU, wherever possible; however, in the likely event that other questions may arise, all parties agree that EFL's action to modify the status of the Fire Captain II class within EFL was an internal bargaining unit prerogative and was not intended to impact department operations through the EFL MOU. It is further agreed that any future issues requiring resolution will be determined based on this understanding.

- C. The following Articles represent those points of agreement which the EFOL and City representatives mutually agree are fair and reasonable, and are recommended for adoption.

ARTICLE 2 - NON-DISCRIMINATION - EFOL

- A. The parties mutually recognize and agree to protect the rights of all employees hereby to join and/or participate in protected Union activities or to refrain from joining or participating in protected activities in accordance with the Employee Relations Resolution and Government Code Section 3500 and 3511.
- B. The City and the Union agree that they shall not discriminate against any employee or applicant for employment because of age, race, sex, sexual orientation, gender identity, marital status, religion, color, national or ethnic origin, ancestry, physical or mental disability, medical condition (including pregnancy/childbirth), veteran status, or political affiliation. The City and the Union shall reopen any provision of this agreement for the purpose of complying with any final order of a Federal or State agency or court of competent jurisdiction requiring a modification or change in any provision or provisions of this Agreement in compliance with State or Federal Anti- discrimination laws.

ARTICLE 3 - SALARIES - EFOL

Salary adjustments will be provided through the implementation of the classification and compensation studies performed by Koff and Associates in 2006. Those studies resulted in a new classification specification (class spec) for the EFOL represented position, Fire Captain II, as well as salary recommendations based on labor market comparisons to other agencies (10% above Fire Captain).

The salary adjustments shown represent implementation of 100% of the recommended salary amount for the EFOL-represented classification Fire Captain II, distributed incrementally as follows over the term of the contract.

Effective January 1, 2008, employees will receive the first 50% of the total salary recommendation. Effective January 1, 2009, employees will receive the next 25% of the total salary recommendation. Effective January 1, 2010, employees will receive the remaining 25% of the total salary recommendation.

In addition to the Koff and Associates salary recommendation, there is an additional 5% salary adjustment for Fire Captain II to 15% above Fire Captain effective May 1, 2008, and the Koff increase amounts for January 1, 2009, and 2010 have been adjusted accordingly.

The figures below reflect the monthly salary amounts employees will receive.

<u>January 1, 2008</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>
Fire Captain II	4561	4790	5030	5282	5547
<u>May 1, 2008</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>
Fire Captain II	4680	4914	5160	5418	5689
<u>January 1, 2009</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>
Fire Captain II	5026	5278	5542	5820	6112
<u>January 1, 2010</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>
Fire Captain II	5374	5643	5926	6223	6535

ARTICLE 4 - OVERTIME – EFOL

On April 16, 1986, the Fair Labor Standards Act (FLSA) was applied to local government. The FLSA specifies that fire personnel on a 27 day work period may work no more than 204 hours before receiving cash or compensatory time off at the rate of one and one-half times, for hours worked in excess of 204 hours. Fire suppression personnel in the City of Eureka are assigned to work 216 hours in a 27 day work period. Effective April 16, 1986, the salaries of all fire personnel are increased by 2.7% to compensate for the additional one-half time pay required by the FLSA for hours worked between 204 and 216 per 27 day work period. The salary for any Fire Captain II who regularly works either a 5-8 or a 4-10 schedule and does not meet the 204-hour minimum, has also been increased by 2.7%.

Effective January 15, 2007, EFOL # 4630/EFL #652 shift employees will move to a 24-day FLSA work period, for a two-year trial change to the 48/96 schedule. The FLSA specifies that fire personnel on a 24-day work period may work no more than 182 hours before receiving cash or compensatory time off at the rate of one and one-half times, for hours worked in excess of 182 hours. Shift employees are assigned to work 192 hours in a 24-day work period.

Effective January 15, 2007, the salaries of all fire personnel will remain increased by 2.7% to compensate for the additional one-half (1/2) time pay required by the FLSA for hours worked between 182 and 192 per 24-day work period. The salary for EFOL/EFL members assigned to a 40-hour work week not meeting the 182-hour minimum will also remain increased by 2.7%.

- A. All eligible employees shall receive in cash or compensatory time off at the rate of one and one-half times the basic authorized rate of pay for time worked in excess of 192 hours in a 24 day work period for all overtime, whether mandatory, voluntary, or regular, as defined below.
 1. Mandatory Overtime
 - a. Employees may choose cash or comp-time compensation up to the limit as permitted by this Article as follows:
 1. Emergency Recall
 2. Training
 3. Regular staffing whenever the regular staffing assignment is made less than 12 hours prior to the start of duty.
 2. Voluntary and Regular Overtime
 - a. The City may determine whether the overtime will be compensated in cash or comp-time up to the limit as permitted by this Article as follows:

1. Scheduled meetings that are noticed 14 or more days in advance - limit 6 per calendar year.
2. Regular staffing whenever the assignment is made 12 or more hours prior to the start of duty.

B. The use and accrual of compensatory time shall be:

1. All employees may accumulate up to 72 hours of compensatory time.
2. All compensatory time accrued in excess of 72 hours shall be paid in cash.
3. Requests for compensatory time off (CTO) shall be approved provided such time off does not cause overtime.
4. Once approved, CTO shall be treated the same as vacation requests.
5. Once approved, CTO shall take precedence over vacation requests except for regular vacation sign-ups as defined in Article 9, Paragraph I.
6. Once approved, all efforts to honor CTO shall be made.
7. Prior to completion of vacation sign-ups, CTO shall not be approved beyond December 31. After completion of vacation sign-ups as per Paragraph I of Article 9, Subparagraph 3 above shall apply.
8. CTO requests may be substituted for approved vacation requests with the approval of the Fire Chief or his/her designee.
9. After accruing compensatory time, all employees shall make every reasonable effort to take the accumulated CTO and to take it in as reasonable time as possible.

C. All employees represented by EFOL who normally work a 40 hour week shall receive in cash or compensatory time off at the rate of one and one-half times the basic authorized rate of pay for time worked in excess of 40 hours in a 7 day work period.

D. All employees are subject to be recalled to duty as follows:

1. Emergency Recall
2. Required Staffing as defined in Article 25
3. Department Related Training

E. No overtime may be earned without prior approval of the Department Head or his/her designee. The City has, and will continue to retain, the unilateral and exclusive right to assign overtime. Nothing in this Article shall be deemed to infringe upon this right whenever the Department Head or his/her designee believes overtime is necessary.

To the greatest extent practicable, the Fire Chief, or the Chief's designee, shall assign overtime in a manner which equitably shares the overtime assignments and overtime compensation among all EFOL/EFL represented employees, keeping,

however, the needs of the Department as the highest priority.

Overtime that can be anticipated shall be assigned by the Chief or his/her designee, in accordance with current Department Policy (#601). "Anticipated" overtime is understood to include schedule coverage for training, vacation, and other administrative time off.

Overtime that is the result of an unanticipated event shall be assigned by the Chief or his/her designee, based on locating the first qualified individual available, without regard to the procedure described in Department Policy (#601). "Unanticipated" is defined as any event occurring with twelve (12) hours or less advance notice which necessitates the need to assign overtime.

- F. Whenever an employee is called to duty on an off-duty day or while on paid leave, the employee shall be compensated with a minimum of three (3) hours overtime. In the event that an employee is required to work a continuation of the employee's regular shift, the three (3) hour minimum shall not apply.

It is understood that the three (3) hours overtime minimum described above is compensated at the one and one half (1.5) time premium rate thereby equating to 4.5 hours of compensation.

Staff meetings which cannot be scheduled during regular working hours shall be considered overtime, not call back. Training sessions which cannot be scheduled during regular working hours shall be considered overtime when mandated by the Fire Chief or his/her designee, or by the certification and/or licensure requirements for particular classification. No overtime may be earned for staff meetings and training sessions without prior approval of the Fire Chief or his/her designee.

- G. On-Call Duty Officer shall be a voluntary assignment for the Fire Captain II position, wherein an off-duty employee in that position has either the primary or the secondary responsibility of managing suppression personnel. The employee may have the initial responsibility of managing the personnel or may serve as a secondary resource to a Duty Officer (an on-duty Fire Captain II) or a Duty Chief (Chief Officer).

An On-Call Duty Officer shall be compensated at a ¼ time standard for working on-call hours. If required to respond to an incident, the employee will also be compensated for a three-hour minimum at the premium overtime rate, per Item F above. If the incident response exceeds three hours, then the employee will be compensated for any additional time at the premium overtime rate. If the employee must respond to multiple events within a three-hour period, the compensation will not exceed three hours at the premium rate.

ARTICLE 5 - RETIREMENT PLAN - EFOL

A. Public Employees' Retirement System

1. The City will continue the current retirement contract, as such existed on the date of this Agreement between the City of Eureka and the Board of Administration for the Public Employee's Retirement System for the State of California, to provide for safety employees the benefits listed in this section of this Article (as contained in current law). In addition to those contained in the contract in force on this date:
 - A City agrees to amend Government Code Section 20862.8 (Unused Sick Leave Credit) to the current retirement contract between the City of Eureka and the Board of Administration for the Public Employees' Retirement System.
 - a. The fraction of final compensation to be provided for each year of credited prior and current service as a local safety member shall be that provided in Section 21252.01 of Public Employees' Retirement Law.
 - b. Section 21263 (Providing upon death of a local safety member who retired for service or disability for the continuation of one-half the retirement allowance to certain survivors.)
 - c. Section 20952.5 (Providing for age 50 as the minimum voluntary retirement age for local safety members with benefit payments commencing prior to age 55 subject to actuarial discount.)
 - d. Section 21222.1 (Providing for increases in allowances to which the annual cost-of-living provisions apply, payable for time commencing August 1, 1973, to or on account of persons retired or members deceased on or prior to December 31, 1970.)
 - e. All increases in the employee's share of the total contribution shall be borne by the individual employee.
 - f. All increases in the City's share of the total contribution shall be borne by the City.
2. Effective July 1, 1985, the City agrees to amend the current retirement contract, as such existed on the date of this Agreement, between the City of Eureka and the Board of Administration for the Public Employees Retirement System for the State of California, to provide for safety members in this bargaining unit the benefits listed in the Article (as contained in current law).

In addition to those contained in the contract in force on this date:

- a. Government Code Section 21252.01 (Pensions for Patrol Members and Local Safety Members as to Service Rendered to Contracting Agencies.)
- b. Government Code Section 21382 (Survivor Allowance: When payable: Persons Entitled: Amount), and pursuant to Government Code Section 21390, to provide simultaneous to Government Code Section 21382, to include the provisions of Government Code

Section 21382.2 (Same: Increase with Respect to Beneficiaries Receiving Allowances on July 1, 1975, and Beneficiaries of State Member Dying After July 1, 1975.)

- c. All increases in the employee's share of the total contribution as a result of this amendment shall be borne by the individual employee.
- d. All increases in the City's share of the total contribution shall be borne by the City.

B. The City agrees to amend its PERS contract to provide eligible employees with the 3% @ 50 formula effective 07-01-01 under the following conditions:

- 1. In exchange for being granted the enhanced retirement benefit formula of 3% @ age 50, EFOL agrees to the following benefit changes which will also be effective 07-01-01, and which have been amended in their respective MOU Articles:

A. VACATION LEAVE - ARTICLE 9, Section K, shall be amended as follows:

- K. Effective 1-1-08, EFOL employees may sell back vacation days to the City for the equivalent payment of the employee's base salary on a one-for-one basis. In order to sell back days, the employee must inform the City of employee's election prior to the completion of vacation sign-up, April 1. Payment will be made to employees on the second payday in July for all vacation days bought by the City.

B. HOLIDAYS, ARTICLE 8, Sections D and F, shall be amended as follows:

- A. All employees shall be entitled to all recognized City holidays, to be taken either by compensatory time off or by compensation at the close of the fiscal year, except as provided below. (For computing compensating time off for EFOL-represented classes, one shift of twenty-four (24 hours) shall equal two (2) days.)

No employee may sell back the two (2) personal holidays after 06-30-

01. Effective 07-01-01, employees must take the two (2) personal holidays as time off within the fiscal year. However, probationary employees within the first six months after hire must take the two holidays as time off before the end of the current fiscal year, or they will forfeit those holidays entirely. If a separating employee has been unable to take the two holidays off prior to their last day worked, those holidays will be paid off in cash as described in Item F* below.

F*. Any accumulated Holiday Credit which is compensable as cash pursuant to Section D above will be paid off in cash at the time of termination of employment, rather than being taken off immediately prior to the termination with the intent of extending the termination date by the amount of the leave time. An employee terminating employment shall not be compensated for holidays occurring after the employee's actual last day of work.

*Note: "F" becomes "E" in Article 8.

C. The City agrees to amend its PERS contract to provide eligible employees with the One-Year Final Compensation provision, effective January 1, 2008.

ARTICLE 6 - HEALTH INSURANCE - EFOL

- A. The original full side letter agreement between the City and EFL regarding health insurance benefits is attached to this MOU, and the items included in this Article represent a partial summary of, and these subsequent amendments to, the terms of that side letter, as they now apply to EFOL.
- B. Effective July 1, 2007, the monthly financial obligation of the City and of the employee for medical coverage for EFOL-represented employees shall be as follows:
 1. Insurance Plans: REMIF EPO 250/25/100 and Health Savings Account (HSA) Plan; County of Humboldt Dental and Vision Plans
 2. Total Monthly Premium Regular Plan:
 - *Medical:
 - Employee Only: \$ 416.74
 - Employee+1: \$ 875.16
 - Employee+2/more: \$1,250.22
 Total Monthly Premium HSA Plan (added 07/01/07):
 - *Medical:
 - Employee Only: \$327.60
 - Employee+1: \$687.96
 - Employee+2/more: \$982.80
 Total Monthly Premium Dental/Vision:
 - *Dental: \$52.92
 - *Vision \$ 4.50
 3. Monthly Contributions:

The employee contribution for medical, dental, and vision coverage is \$30. The City will pay the remaining current premiums according to the medical plan and coverage level selected by the employee.
 4. Deductibles:

Regular Plan: \$250 for Single and \$750 for Family. The City agrees to pay the full Single deductible amount and up to \$500 of the Family deductible amount, through a mutually agreeable process.

HSA Plan: \$1,200 for Single and \$2,400 for Family. The City agrees to pay the full deductible amounts for both Single and Family coverage, through a mutually agreeable process. Any portion of the deductible that remains unpaid to the employee at the end of the plan year (June 30, 2008) will be contributed to the employees' HSA account on July 7, 2008.
 5. Employees who choose to opt out of health insurance coverage due to having other

coverage available to them will receive a payment of \$300 per month. In order to be eligible to opt out, employees must comply with the appropriate provisions of the plan, provide proof of other insurance coverage, and sign an agreement holding the City and EFOL harmless. Note: Employees may not opt out of the dental or vision coverage.

- C. During the term of this contract [July 1, 2004 – December 31, 2007], the City agrees to pay up to a total of \$1300 per month for health insurance, and the parties agree to meet and confer promptly regarding potential transfers to other health insurance plans, and to actively research and provide recommendations regarding future health insurance coverage, through a joint committee established for this purpose.

ARTICLE 7 - LIFE INSURANCE - EFOL

- A. During the term of this Agreement, the City will provide a \$10,000 life insurance policy for each employee.

ARTICLE 8 - HOLIDAYS - EFOL

- A. The following are those holidays which employees shall be granted:
1. January 1
 2. Third Monday in January known as "Martin Luther King's Birthday"
 3. Third Monday in February, known as "President's Day"
 4. Friday before Easter, 12 noon until 5 p.m.
 5. Last Monday in May, known as "Memorial Day"
 6. July 4, known as "Independence Day"
 7. First Monday in September, known as "Labor Day"
 8. November 11, known as "Veterans' Day"
 9. Thanksgiving Day
 10. Friday after Thanksgiving Day
 11. December 25
 12. Two (2) personal holidays
 13. Subject to approval by the City Council, every day appointed by the President or Governor as public fast, thanksgiving, or holiday.
- B. If January 1, July 4, November 11 or December 25 fall upon a Saturday or Sunday, the Friday preceding the Saturday or the Monday following the Sunday shall be holiday.
- C. For personnel working a 40-hour work week, one holiday shall equal one day.
- D. All employees shall be entitled to all recognized City holidays, to be taken either by compensatory time off or by compensation at the close of the fiscal year, except as provided below. (For computing compensating time off for EFOL-represented classes, one shift of twenty-four [24 hours] shall equal two [2] days.-
- No employee may sell back the two (2) personal holidays after 06-30-01. Effective 07-01-01, employees must take the two (2) personal holidays as time off within the fiscal year. However, probationary employees within the first six months after hire must take the two holidays as time off before the end of the current fiscal year, or they will forfeit those holidays entirely. If a separating employee has been unable to take the two holidays off prior to their last day worked, those holidays will be paid off in cash as described in Item E below.
- E. Any accumulated Holiday Credit will be paid off in cash at the time of termination of employment, rather than being taken off immediately prior to the termination with the intent of extending the termination date by the amount of the leave time. An employee terminating employment shall not be compensated for holidays occurring after the employee's actual last day of work.
- F. The City Council may by resolution declare and establish special holidays for City officers and employees.

ARTICLE 9 - VACATION LEAVE - EFOL

A. The purpose of the annual vacation leave is to enable each eligible employee annually to return to his/her work mentally refreshed. All employees in the competitive service shall be entitled to annual vacation leave with pay except the following:

1. Employees serving their initial probationary period in the service of the City. Accrued vacation credits for the initial probationary period shall be granted upon completing six months of probationary service.
2. Temporary or part-time employees.

B. All eligible employees shall earn vacation time as outlined by one of the following schedules:

1. Non-Shift Personnel
(A work day is 8 or 10 hours, based on the employee's assigned schedule. Vacation accrual "days" under "Length of Vacation" below = 8 hours).

<u>Years of Service</u>	<u>Length of Vacation</u>
1st through 6th	13 days per year
7th and 8th	16 " " "
9th and 10th	17 " " "
11th and 12th	18 " " "
13th and 14th	19 " " "
15th and 16th	20 " " "
17th and 18th	21 " " "
19th and over	22 " " "

2. Shift Personnel
(A shift is 24 hours)

<u>Years of Service</u>	<u>Length of Vacation</u>
1st through 6th	7 Shifts per year
7th and 8th	8 " " "
9th and 10th	8.5 " " "
11th and 12th	9 " " "
13th and 14th	9.5 " " "
15th and 16th	10 " " "
17th and 18th	10.5 " " "
19th and over	11 " " "

- C. The times during a calendar year in which an employee may take his/her annual vacation shall be determined by the Department Head or his/her designee with due regard to the employee's wishes, seniority, and with particular regard for the needs of the department. The employee shall have the option to defer up to 50% of his/her vacation credits to the following year and upon permission of the Department Head or his/her designee all vacation credits may be deferred.
- D. Except upon termination of employment, no employee shall receive pay in lieu of vacation leave. Employees who terminate employment shall be paid the salary equivalent to all accrued vacation leave earned prior to the effective day of termination.
- E. Vacation leave may be accumulated to the maximum number of fifteen (15) shifts (360 hours). For the purpose of computing vacation time, Saturday, Sundays and official holidays shall not be counted. In the event an employee is on industrial injury leave at the time he/she exceeds this limit, the limit shall not apply then nor for six (6) months after returning to work, or upon retirement.
- F. A retiring employee shall be prohibited from being off work on vacation during the two month period immediately preceding his/her effective date of retirement, unless permission of the Department Head, with concurrence of the Personnel Officer, is received for such leave.
- G. It is the intent of the City to maintain the existing practice of allowing two (2) shift personnel per shift (defined as per platoon, including EFL- and EFOL-represented employees) to take vacation simultaneously, consistent with Sections "C" and "I" of this Article. This shall be allowed only during the first two choice sign ups as described in Section "I" of this Article.
- H. If a scheduled vacation is canceled by the department, the affected employee shall not suffer any loss of vacation or any other benefits. In the event that a previously scheduled and approved vacation is canceled by the department and an employee accrues vacation credit in excess of the maximum allowed, the excess credit shall be paid to the employee in the following pay period or may be deferred for a six-month period. In the event the employee elects to defer the vacation credit which was previously scheduled and approved but canceled at the department's request, and the employee elects to defer such credit and is unable for any reason to use such credit during the six-month extension period, he/she shall be paid in cash for such credit no later than the pay period immediately following the six month extension period.
- I. Beginning with calendar year 2007, the vacation sign up procedure shall be as follows, and shall apply to both EFL- and EFOL-represented employees:
 - 1. Vacation selections shall be on a total seniority basis.
 - 2. The vacation sign up sheet for a calendar year shall be distributed by November 1 of the previous year.
 - 3. An employee's first choice shall be a maximum of six (6) consecutive shifts in three periods or a minimum of two (2) consecutive shifts in one period.

4. An employee's second choice sign up shall be two (2) shifts in one period.
5. An employee's third, fourth, and/or later choice sign ups shall be a maximum of two (2) shifts in a period or any part of that period (no partial shifts). Third, fourth, and/or later choice sign ups may not create an overtime situation.
6. The deadline for first choice vacation sign up for a calendar year shall be December 1st of the previous year.
7. Second, third, fourth and/or later choice vacation sign ups for a calendar year must be completed no later than December 31 of the previous year.
8. Any vacation for which an employee has signed up and is taken from January 1st through December 31st will be counted as first, second, third, or fourth choice vacation time as indicated on the sign up list.

EXAMPLE

EXAMPLE-48/96

Date	1 st Choice	2 nd Choice	3 rd Choice	4 th Choice	Later Choice
Feb 1,2	Green/ Smith				
Feb 7,8	Smith				
Feb 13,14	Smith	Black			
Feb 19,20			Brown 19 th		Green 20 th
Feb 25,26			Green 25 th	Smith 26 th	

9. It is recognized that there are times throughout the year when the training needs of the Fire Department must be addressed. The parties agree to work cooperatively to arrange mandatory training in such a way as to avoid overtime assignments whenever possible.
- J. It is understood that all existing practices, policies, and procedures, either oral or in writing, regarding the administration of the vacation benefit which are in conflict with this Article are nullified.
- K. Any EFOL employee may sell back vacation days to the City for the equivalent payment of the employee's base salary on a one-for-one basis. In order to sell back days, the employee must inform the City of employee's election prior to the completion of vacation sign-up, April 1. Payment will be made to employees on the second payday in July for all vacation days bought by the City.

ARTICLE 10 - EMPLOYEE SICK LEAVE - EFOL

- A. Sick leave with pay shall be granted by the appointing authority at the rate of one-half (1/2) sick leave shift per month or six (6) shifts per year. Sick leave shall not be considered as a privilege which an employee may use at his/her discretion, but shall be allowed only in case of necessity in actual sickness or disability. A shift is defined as twenty-four (24) hours. Non-shift EFOL employees assigned to work a forty-hour (40) week shall be granted sick leave pay by the appointing authority at the rate of one (1) sick leave day per month of service. A day is defined as eight (8) or ten (10) hours, depending on the employee's assigned schedule, which may vary from week to week. An employee working a week of 5-8's will use eight (8) hours of sick leave per workday, and an employee working a week of 4-10's will use ten (10) hours of sick leave per workday.
- B. There shall be no limitation on the accrual of unused sick leave. Sick leave accrues from and after the 31st day following the date of employment.
- C. In order to receive sick leave compensation while absent from work, the employee shall make every reasonable effort to notify his/her immediate supervisor prior to the beginning of his/her work day.
- D. The employee may be required to file a physician's or dentist's statement, or a personal affidavit with the Personnel Officer stating the cause of absence before such leave with pay will be granted.
- E. Sick Leave Incentive Bonus Vacation - In each of the calendar years following his/her employment date, a 40 hour week employee who has used four days (32 hours) or less of paid or unpaid sick leave in the preceding calendar year shall be entitled to one day (8 hours) of bonus vacation. Any employee who has used two days (16 hours) or less of paid or unpaid sick leave in the preceding calendar year shall be entitled to two days (16 hours) of bonus vacation. In each of the calendar years following his/her employment date, a shift (24 hour) employee who has used two shifts (48 hours) or less of paid or unpaid sick leave in the preceding calendar year shall be entitled to one-half shift (12 hours) of bonus vacation. Any employee who has used one shift (24 hours) or less of paid or unpaid sick leave in the preceding calendar year shall be entitled to one shift (24 hours) of bonus vacation. Said bonus vacation leave shall be in addition to any vacation allowance the employee is entitled. An employee must complete one year of service to be eligible for such bonus vacation leave.

The sick leave incentive bonus vacation, as herein provided, vests on the first day of each year in which an employee qualifies for said bonus vacation and must be taken in that year. An employee acquires no right to all or any part of the bonus vacation unless said employee works in the calendar year in which it is granted.

For the purpose of implementing this provision, the qualifying period is December 16th of one year, through and inclusive of December 15th of the following year. The qualifying years during this MOU shall be December 16, 2007, through December 15, 2008; December 16, 2008, through December 15, 2009; and December 16, 2009, through December 15, 2010, and the bonus shall vest on December 15, 2008, December 15, 2009, and December 15, 2010.

ARTICLE 11 - EMPLOYEE FAMILY SICK LEAVE - EFOL

- A. Each employee may use up to three (3) shifts per fiscal year of his/her accrued sick leave to attend to the needs of a member of his/her immediate family whose illness requires his/her care. Thereafter, the employee will then utilize either vacation, accumulated time-off, or time-off without pay for family sick leave. The time in any shift to be taken for family sick leave is only that required for the immediate care of the qualified family members.
- B. In order to receive compensation while absent on family sick leave, the employee shall notify his/her immediate supervisor or his/her Department Head prior to the time set for beginning his/her daily duties. In all cases of absence on family sick leave, the employee may be required to file a physician's certificate or a personal affidavit with the Personnel Officer stating the cause of absence before such leave with pay shall be granted.
- C. Immediate family shall include the father, mother, brother, sister, spouse or child of any eligible employee, including the children of the employee's spouse who reside in the employee's primary residence.

ARTICLE 12 - EMPLOYEE FAMILY DEATH LEAVE - EFOL

- A. Any eligible employee who is absent from work by reason of the death of a member of the employee's immediate family may be allowed a leave of absence with full pay not to exceed three (3) shifts per incident.
- B. All leaves of absence for family death shall require approval of the Department Head with concurrence of the City Manager. In granting family death leave, only time off for funeral arrangements and service, reasonable travel time to and from the funeral, and a maximum of one extra day shall be considered.
- C. In order to receive compensation while absent on employee family death leave, the employee shall notify his/her immediate supervisor or his/her Department Head prior to the time set for beginning his/her regular duties. The employee may be required to submit to the Personnel Officer evidence of proof of death, location of death and burial before such leave with pay shall be granted.
- D. For the purpose of this section, immediate family shall include the father, mother, grandfather, grandmother, grandchild, brother, sister, father-in-law, mother-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, spouse or child of any eligible employee, including the children of the employee's spouse. The City Manager may approve bereavement leave for other relatives of the employee when such a relationship maintained a unique or non-typical family relationship with the employee so as to be considered a member of the employee's immediate family as listed above.

ARTICLE 13 - LIGHT DUTY POLICY - EFOL

- A. Whenever an employee is injured or suffers an illness, which according to a licensed medical practitioner (physician, chiropractor, physician's assistant, etc.) renders the employee unable to perform the full scope of their principal employment, the employee shall be considered for light duty assignments. Light duty assignments shall be determined based on the needs of the City and the Department, and shall be at the discretion of the Department Head. No employee shall be required to work light duty assignments unless a licensed medical practitioner has determined they are medically able to perform such duties.

ARTICLE 14 - UNIFORM ALLOWANCE - EFOL

- A. Whenever an officer or employee of the Fire Department is required to have, or while on duty to wear, a full distinctive uniform, he/she shall be paid for the maintenance, repair, and replacement of such distinctive uniform at the rate of forty-six dollars and thirty-three cents (\$46.33) per month effective January 1, 2005.
- B. To the extent allowed under the law, such payments for uniform allowances shall be deemed to be made solely for the benefit of the City and in no case shall be deemed compensation for services rendered.
- C. When the City elects to change or add to the uniforms required for City service, the City shall bear the cost of the change to the extent that it will supply one article or set for each affected employee.
 - 1. Effective June 1, 2005, wildland boots shall become a required component of the public safety uniform. The City shall provide a one-time payment of \$200 to each employee for the initial purchase of NFPA-compliant wildland boots. The Uniform Allowance provided in "A" above has been increased by \$5 per month to allow for the replacement of wildland boots as necessary in the future.

ARTICLE 15 - LAYOFF PROCEDURE - EFOL

- A. In accordance with Personnel Rule Section 13.2, layoff lists shall be prepared by the Department Head and shall take into consideration job performance and length of service. EFL agrees that EFOL represented employees promoted from EFL positions who do not pass probation and/or are laid off would be eligible to "bump back" into EFL positions. For the purpose of determining the list, these elements shall be in the following order, and shall encompass both EFL- and EFOL-represented employees:
1. Length of service.
 2. Job performance based upon past three years Fire Department Employee Performance Evaluations.
 3. Last person hired shall be the first laid off. In the event that more than one employee has the same hiring date, layoff shall be by placement on the original (hiring list) entry position with the Fire Service.
- B. Order of layoff classification shall be:
1. New probationary employees.
 2. Other employees by placement on layoff list.
- C. Any person in a higher rank shall have the right to demote to a lower rank formerly held by that employee. Any employee in a higher rank, who has service in a lower classification, shall be allowed to use all years service for both positions as seniority credit to establish position on the lower classification layoff list (bumping). Otherwise, seniority shall be determined by number of years in the rank in which employee is presently serving. Seniority credit will be based on years of service, or prorate of years of service based on twelve (12) months per year.
- D. In the event the layoff of employees within the EFL or EFOL bargaining units is contemplated, the City shall provide wherever possible, at least 30 calendar days written notice of such.
- E. Employees bumped shall be placed on a permanent promotional eligibility list for all promotions provided they are regular, full-time employees of the Eureka Fire Department at the time the vacancy occurs. If a re-promoted employee has been working at a lower rank for one year or more, he/she must go through the probationary process.
- F. Employees actually laid off shall be placed on a rehire list for a five (5) year period. Employees who are laid off shall be placed on a reinstatement eligibility list for five (5) years. During the first two years, a reinstated employee shall be placed at the step in the salary range which they held at the time they were laid off. An employee reinstated after two years shall have a salary placement as though they were newly hired or promoted. Vacation accrual rates shall only be reinstated to an employee within two (2) years of being laid off.

If an employee has been laid off for one year or more, the employee must go through a new probationary period upon reinstatement. Employees who are eligible for reinstatement after they have been laid off for more than two (2) years shall be required to pass a pre-employment physical given by the City. Such employees may also be required to complete the EFD Training Academy.

Except as provided above, an employee shall not receive credit for time spent on layoff in computing time for any benefit entitlement.

In the event an employee refuses reinstatement, his/her name shall be removed from the re-employment list.

- G. Employees reinstated or re-promoted shall be placed at the step which they held at the time they were demoted, "bumped" or laid off.

ARTICLE 16 - MANAGEMENT RIGHTS - EFOL

- A. Except as otherwise provided in this Agreement, the City retains all rights, powers and authority exercised or held by it, including, but not limited to:
1. The right to determine and modify the organization and structure of the City.
 2. To determine and change the purpose, extent and mission of each of its constituent departments, commissions and boards and to make changes therein.
 3. To set standards for service to be offered to the public.
 4. To direct the employees of the City in order to carry out its mission.
 5. To determine the procedures and standards of selection and testing for employment.
 6. To hire, examine, classify, promote, train, transfer, assign and schedule employees in positions with the City.
 7. To take disciplinary action against employees for cause.
 8. To increase, reduce or change, modify or alter the composition and size of the work force, including the right to relieve employees from duties because of lack of work or funds or other legitimate reasons.
 9. Determine the location, methods, means and personnel by which operations are to be conducted including the right to contract and subcontract out work.
 10. To create, modify or delete City and/or departmental rules and regulations.
 11. To direct management groups to perform tasks or assignments as directed by the City Manager.
 12. To take all necessary actions to carry out its mission in emergencies.
 13. To exercise complete control and discretion over its organization and the technology of performing its work.
- B. Nothing contained within this Article is intended to, in any way, supersede or infringe upon the rights of the recognized employee organization as provided under City of Eureka Resolution 6708.
- C. The City shall not Meet and Confer on any subject preempted by Federal or State law or by City Code, nor shall it be required to Meet and Confer on its exercise of these Management Rights nor any other subject that is not a mandatory subject of bargaining.

ARTICLE 17 - MAINTENANCE OF OPERATIONS - EFOL

- A. It is recognized that the need for continued and uninterrupted operation of the City is of paramount importance. Therefore, the EFOL agrees that from 12:01 a.m. of the first work day immediately following the legal ratification of this Agreement by the City and the EFOL membership through and inclusive of the Meet and Confer process to conclude a successor Agreement to this Agreement, neither the EFOL nor any person acting on its behalf, will cause, authorize, engage in, encourage, or sanction a work stoppage, slow-down, or picketing, other than informational picketing on the employee's own time, against the City, or the concerted failure to report for duty or abstinence from the full and faithful performance of the duties of employment, including compliance with the request of another labor organization or bargaining unit to engage in such activity which results in less than full and faithful performance of any duties of employment of employees represented by the EFOL.
- B. The City agrees it shall not, during the term of this Agreement, lock out any employee in the bargaining unit.
- C. Employees may not be entitled to any wages or City paid benefits not earned for engaging in any activity prohibited by Section "A" of this Article, and/or the City may take other action which may be appropriate and shall notify EFOL. It is expressly understood that any action taken pursuant to this section is subject to administrative appeal by the employee through the Grievance Procedure of this Agreement.
- D. If the City has cause to believe that Section "A" of this Article has been violated by the EFOL, the City may take such action as may be appropriate. It is expressly understood that any action taken pursuant to this section is subject to administrative appeal by EFOL.
- E. EFOL and the City recognize their duty and obligation to comply with the provisions of this Agreement and to make every effort toward fully and faithfully carrying out each provision. All costs incurred in the enforcement of this Agreement, including damages, shall be borne by the party failing to fulfill its obligation.
- F. In the event of any activity prohibited by Section "A", EFOL agrees to take supererogatory steps necessary to assure compliance with this Agreement.

ARTICLE 18 - VOLUNTEER PROGRAM - EFOL

- A. EFOL acknowledges the importance of a strong and well trained volunteer force and agrees to vigorously and publicly support upgrading and increasing the volunteer force of the Eureka Fire Department.
- B. EFOL agrees to vigorously assist in the volunteer program of the Eureka Fire Department.
- C. EFOL will honor the aforementioned commitments as stated in Sections A and B of this Article until changed by subsequent agreement through the Meet and Confer process.

ARTICLE 19 - GRIEVANCE PROCEDURE - EFOL

A. Purpose

The purpose of the grievance procedure is as follows:

1. To promote improved employer-employee relations by establishing grievance procedures on matters for which appeal or hearing is not provided by other regulations.
2. To afford employees individually or through qualified employee organizations a systematic means of obtaining further considerations of problems after every reasonable effort has failed to resolve them through discussions.
3. To provide that grievances shall be settled as nearly as possible to the origin.
4. To provide that appeals shall be conducted as informally as possible.

B. Matters Subject to Grievance Procedure

For purpose of this rule, a grievance shall be considered as any matter for which appeal is not provided, or prohibited, in the personnel ordinance concerning:

1. A dispute about the interpretation or application of any ordinance, rule or regulation governing personnel practices or working conditions.
2. A dispute about the practical consequences of a City decision on wages, hours and other terms and conditions of employment.
3. A decision affecting the employment of any permanent or probationary employee over which his/her appointing authority has partial or complete jurisdiction.

C. Definitions

1. The term grievant means an employee in the unit or the Union which represents the employee.
2. A "day" (for the purpose of this grievance policy) is any day on which the City Hall of the City is open for business for a normal span of eight (8) hours.
3. In an EFOL grievance, the "immediate supervisor" is an Assistant Fire Chief. In an EFL grievance, the "immediate supervisor" will consist of a Fire Captain II and an Assistant Fire Chief. In either case, the immediate supervisor cannot be eligible to be, or be, represented by the Union out of which the grievance arises.

D. Time Limits

1. A grievant who fails to comply with the established time limits at any step shall forfeit all rights to the further application of the grievance procedure for the alleged violation of this Agreement.

2. Extension or contraction of any time limit, by mutual written agreement between the grievant and the appropriate manager at each respective level, is permissible.

E. Other Provisions

1. No probationary employee may use the grievance procedure in any way to appeal discharge. No employee shall use the grievance procedure to dispute any action of the City which complies with State or Federal law; agreed upon Management Rights; and a State or Federal regulatory commission or agency.

F. Steps in Grievance Procedure

The following are the steps to be taken by an employee who has a grievance which does not involve demotion, dismissal, or suspension, which are covered by other rules:

Step 1 - Informal Oral Discussion (Immediate Supervisor)

Within five (5) work days of the time an alleged grievance is alleged to have occurred, or became reasonably apparent to the employee, the employee shall orally discuss with his/her immediate supervisor the alleged grievance. Within three (3) work days of the oral discussion, the immediate supervisor shall give his/her oral response to the alleged grievance.

Step 2 - Formal Levels

Level I (Immediate Supervisor)

- a. Within three (3) work days of the oral response, if the alleged grievance is not resolved, it shall be stated in writing by the grievant on the "Statement of Grievance" form as provided by the City, signed by the grievant or his/her representative, and presented to his/her immediate supervisor, or designee.
- b. The statement of grievance form must be complete, including but not limited to, the full employee name, all facts giving rise to the grievance, the date of occurrence, the date of informal oral discussion, the date of oral response; and, identification by appropriate specific reference to Federal and State laws, MOU's, policies, procedures, rules and past practices alleged to have been violated; shall state the contention of the employee with respect to such provisions; and shall indicate the specific relief, action, or remedy requested.
- c. The immediate supervisor/designee shall communicate his/her decision to the grievant in writing within five (5) days after receiving the alleged grievance.
- d. Within the above time limits, either the grievant or the immediate supervisor/designee may request a personal conference with the other party.

Level II (Fire Chief)

- a. In the event the grievant is not satisfied with the decision rendered in Level I, he/she may appeal the decision on the appropriate form to the Department Head, within three (3) work days.
- b. The appeal shall include a copy of the original grievance, a written copy of the decision rendered by his/her immediate supervisor/designee, and a clear, concise statement of the reason(s) for the appeal, referencing any Federal or State laws, MOU's, policies, procedures, rules, regulations and past practices that the supervisor overlooked. The presentation of new or additional facts or evidence submitted by the grievant shall serve as a basis for returning the grievance for further consideration at Step 2 of Level I.
- c. The Department Head shall communicate his/her decision to the grievant, in writing, within five (5) work days of receiving the appeal.
- d. Within the time limits, either the grievant or the Department Head may request a personal conference with the other party.

Level III (City Manager)

- a. In the event the grievant is not satisfied with the decision rendered in Level II, he/she may appeal the decision on the appropriate form to the City Manager within three (3) work days.
- b. The appeal shall include copies of the original grievance, the decision of the immediate supervisor, the appeal, the decision of the Department Head, and a clear, concise statement of the reasons for the appeal referencing any Federal or State laws, MOU's, policies, procedures, rules, regulations and past practices which have been overlooked. The presentation of new or additional facts or evidence submitted by the grievant shall serve as a basis for returning the grievance for further consideration at Step 2 at Level I.
- c. The City Manager shall communicate his/her decision in writing to the grievant within five (5) work days. In the event the complexity of the grievance or work load considerations so necessitate, the City Manager's period of response may be extended by five (5) days. Either the grievant or the City Manager may request a personal conference within the above time limits.

Level IV (Personnel Board)

- a. If the grievance is not settled at the third level the employee may, within three (3) work days, submit the grievance to the Personnel Board. The Personnel Board shall investigate the matter and conduct a hearing.

- b. On an appeal, the Personnel Board shall make such investigation it may deem necessary and within ten (10) calendar days after request for hearing filed by the employee, the Board shall hold a hearing at which time it shall hear evidence for and against such employee. Hearings may be informally conducted and the rules of evidence need not apply. Hearings shall not be unreasonably protracted.
- c. It shall be permissible for any employee or group of employees to be represented by any person including counsel.
- d. Within five (5) working days after concluding the personnel hearing, the Personnel Board shall certify its findings and present its recommendations to the Council with copies to the City Manager and other officials from whose action the appeal was taken and to the employee affected.

Level V (City Council)

- a. The appointing power, the official from whose action the appeal was taken, and the employee affected shall review the findings and recommendations of the Board, and may within five (5) days after the findings and recommendations of the Personnel Board have been certified, appeal to the Council for a review of such findings and recommendations.
- b. The Council shall thereupon consider the appeal and make such investigation as it may deem necessary and within a reasonable time shall affirm, revoke, or modify the action of the Personnel Board findings as in its judgment seems warranted, provided that a four-fifths (4/5) vote of the Council is required to revoke or modify the findings and recommendations of the Personnel Board.

ARTICLE 20 - EMERGENCY LEAVE - EFOL

- A. In the event of an unforeseen emergency, when an affected employee has attempted but has been unable to secure a trade, that employee may be allowed to take time off utilizing time from his/her own time bank, i.e., vacation, CTO, or holiday leave time. If Emergency Leave is approved, and if the department is required to hire overtime to fill the uncovered shift, the employee being granted the Emergency Leave shall designate vacation, and/or holiday leave time to be charged at time and one-half to cover the overtime for that shift. If an employee has exhausted all paid leave time available to them, then leaves other than sick leave may be donated to the affected employee by other employees to cover the Emergency Leave. For the purposes of this Article only, the eligibility requirements of the Special Circumstances Leave Program will be waived in this instance.
- B. Whether or not a situation comprises an emergency, and whether or not Emergency Leave shall be granted, is at the discretion of the Fire Chief or his/her designee.
- C. The City and EFOL agree that Fire Captain II's must send a page/phone call to all Fire Captains eligible to act as Fire Captain II and wait a minimum of 30 minutes for a response before requesting Emergency Leave. This requirement may be waived at the discretion of the Fire Chief or his/her designee.

ARTICLE 21 - COMPENSATION FOR WORKING OUT OF CLASS - EFOL

- A. Whenever an employee is assigned, in writing, duties and responsibilities of a higher classification, the employee shall receive additional compensation in the amount of 5% of base salary. This provision applies to Duty Chief assignments, but not Duty Officer assignments.

ARTICLE 22 - MEDICAL EXAMINATION - EFOL

- A. The Personnel Officer may, at any time, require an examination of any employee if there is a reasonable cause to suspect that the employee may be unable to provide fit and efficient service or may be a danger to himself/herself, his/her fellow workers, or the public because of any health conditions.
- B. The employee has the option of being examined by a City designated specialist at the City's expense and a personal physician at his/her own expense. The results of all examinations shall be promptly submitted to the Personnel Officer.
- C. If after examination a condition is found that affects the ability of the employee to provide fit and efficient service in the position that the employee holds, or to the extent that the employee is a danger to himself, other employees, or the public, it shall be the responsibility of the employee to correct the condition within a reasonable period of time if possible, or the City may take appropriate action. The burden of proof that a health condition which affects the ability of the employee to provide fit and efficient service in the position that the employee holds, or that the employee is a danger to himself, or other employees, or the public shall rest with the City.
- D. The employee shall be responsible for the costs incurred above and beyond coverage provided by health insurance for any follow up care to correct the condition. The employee shall not be responsible for assuming costs related to recognized industrial injuries.
- E. The employee shall have the right to appeal the determination by the City, within five (5) calendar days, to the Personnel Board per Section 11.6 of the Personnel Rules.

ARTICLE 23 - SMOKING - EFOL

- A. Employees who are hired under a policy requiring them to be a non-smoker or non-user of tobacco products of any kind shall maintain their non-use throughout their employment with the City. Use of such products or smoking during duty hours shall be cause for disciplinary action.
- B. Persons currently employed will be required to declare whether they are or are not a user of tobacco products or a smoker of tobacco products. Employees declaring to be non-users or non-smokers will agree not to use such products or smoke during duty hours.
- C. All City buildings and facilities, including those of the Fire Department, are designated as completely smoke and tobacco-free. Only those employees who, pursuant to Section B above, have declared themselves to be tobacco chewers shall not be prohibited from "chewing" tobacco products within Fire Department facilities.

Note: Sections A & B were first negotiated and became part of the EFL Memorandum of Understanding on September 15, 1987.

ARTICLE 24 - PROBATIONARY PERIOD - EFOL

A. Objective of the Probationary Period

The probationary period is to be regarded as an integral part of the testing procedure and shall be utilized for closely observing the employee's work and for securing the most effective adjustment of a new employee to his/her position. During their first six months of employment, initially hired probationary employees are not eligible to take leave through vacation, CTO, trades, or holidays, with the exception of the two personal holidays specified in Article 8, D. Any exceptions to this provision will be at the discretion of the Fire Chief.

B. Regular Appointment Following Probationary Period

All original appointments shall be tentative and subject to a probationary period to twelve (12) months and may be extended up to an additional twelve (12) months by the Fire Chief with the approval of the City Manager. All benefits shall accrue to the employee at the end of six (6) months, except the right to appeal of dismissal.

C. Regular Appointment following Promotional Probationary Period

All promotional appointments shall be tentative and subject to a probationary period of twelve (12) months and may be extended up to an additional twelve (12) months by the Fire Chief with the approval of the City Manager.

D. During the probationary period, an employee may be rejected at any time by the appointing authority without cause, and without right of appeal.

E. Rejection Following Promotion

Any employee rejected during the probationary period from a position to which he/she has been promoted shall be reinstated to the position from which he/she was promoted unless he/she is dismissed from the City service as provided by the Personnel Rules and Regulations. EFL agrees that EFOL represented employees promoted from EFL positions who do not pass probation and/or are laid off would be eligible to "bump back" into EFL positions.

F. Rejection Following Promotion or Transfer to a Position Not Within Competitive Service

Any employee in the competitive service promoted or transferred to a position not included in the competitive service shall be reinstated to the position from which he/she was promoted or transferred if, within six (6) months after such promotion or transfer, action is taken to reject or dismiss him/her unless he/she is discharged from the City service in the manner provided by the Personnel Rules and Regulations.

ARTICLE 25 - SCHEDULING – EFOL

- A. The regular work week for employees assigned to a shift schedule shall be an average of fifty-six (56) hours per week.
- B. The work schedule shall consist of two (2) twenty-four (24) hour on-duty periods, commencing at 0745 hours, within a six (6) day cycle to be worked in accordance with the following chart:

XX0000

X is a twenty-four (24) hour on-duty period

0 is a twenty-four (24) hour off-duty period

All employees will arrive at work on time, rested, and ready to complete their assigned shift(s). Any issues related to shopping will be addressed and resolved in evaluative meetings, described in Item F.

- C. The above cycle will be in effect on January 15, 2007, and shall be a continuous, on-going cycle during the trial period.
- D. Management may request and an employee may agree to work outside the employee's regular schedule.
- E. For the good of the Department, the City has the right to transfer Fire personnel from one platoon schedule to another Platoon schedule for not less than ten (10) shifts. This practice shall not be used to cover vacations.
- F. Effective January 15, 2007, EFOL/EFL employees will work a 48/96 schedule for a maximum trial period of two calendar years. During this trial period, EFOL/ EFL and Fire Management agree to meet a minimum of quarterly to evaluate the schedule change and discuss any issues which may have arisen.

At the end of the trial period, or at any point during the trial period, the City, with EFOL/EFL's input, will determine whether the schedule change should be continued. The City agrees to honor an "opt out" option vote by a majority of EFOL/EFL members to discontinue the schedule change, at any point during the trial period, which will occur no later than August 1st, 2008. If a determination is made to return to the former schedule during the trial period, the City agrees to give EFOL/EFL 90 days' notice in writing prior to the effective date of the schedule change.

- G. The maximum continuous number of hours EFOL/EFL members shall be allowed to work is 84 hours. Exceptions may be made for emergency operations and special events, as defined by management. After working for a continuous 84 hours, an employee may not return to work until at least 12 hours off-duty has passed.
- H. Employees completing their assigned shift may not leave their assignment until relieved by

a qualified employee. An integral part of assigned shifts shall be meeting with and briefing the specific relieving employee.

- I. EFOL/EFL employees may be assigned to work a 40-hour workweek schedule. This schedule assignment may be either 5 8-hour days or 4 10-hour days. For any given week, and at the discretion of management, an employee may work either schedule. For all paid time off a day = 8 hours. An employee working 10-hour days will be required to use 10 hours of leave for each day off.

When an employee is attending training, management may reassign employees from the shift schedule shown in Item A above, to a 40-hour schedule as described in Item I above.

ARTICLE 26 - STAFFING - EFOL

A. Deployment Levels (encompassing both EFL- and EFOL-represented employees)

1. A minimum of three paid professional firefighters shall be assigned to respond on all Engine Companies in service.
2. A minimum of two paid professional firefighters shall be assigned to respond with all Truck Companies in service. However, this does not require that two personnel ride on the truck. EFOL/EFL and the City agree that the City will be in compliance whenever a Duty Officer responds to an incident from their home. Qualified volunteers may be assigned to the Truck Company on weekends to supplement regular truck staffing.
3. It is understood and mutually agreed that these staffing levels are for the safety and work load of the personnel and are not an infringement of the Management Rights Article of this Agreement.
4. Nothing herein shall prevent the City from closing fire stations to comply with the provisions of this Article.
5. In the event the City elects to close fire stations, the City shall not be required to Meet and Confer or Meet and Consult with EFOL/EFL.

B. Rank Structure

1. The rank structure in the Fire Department shall be at least:
 - a. Ten (10) Fire Captains, one of whom may be assigned to the Prevention Bureau with the title of "Prevention Captain"
 - b. Twelve (12) Fire Engineers
 - c. The number of firefighter positions shall be the sole discretion of the City and shall not be subject to the Meet and Confer or Meet and Consult process.
2. It is understood and agreed that this section of this Article does not address all positions/classifications in the Fire Department, including management, civilian, etc.
3. It is understood and mutually agreed that nothing in this Article or this Agreement shall limit the City from creating new positions or classifications. In the event the City opts to create new positions or classifications, it shall not be required to Meet and Confer or Meet and Consult over such.
4. The City agrees that, if the position of Fire Captain II is changed to Battalion Chief or another similar designation, any Fire Captain II employees who have successfully passed their probationary period for the Fire Captain II position will not be required to retest for this new position.

- C. During the term of this MOU, should the City determine that a reduction in force is necessary, the parties agree to meet and confer promptly upon request of either party, to amend rank structures as contained in Section B1 (a and b) of this article.

ARTICLE 27 - METHOD OF FILLING VACANCIES - EFOL

- A. Every reasonable effort shall be made to effect promotions to non-management, safety classifications in the Fire Department.
- B. With respect to management classifications and classifications represented by other recognized bargaining units, every effort shall be made to select the most qualified candidate. It is understood that the City recruitment procedure, as presently exists in the Personnel Rules and Regulations, is modified so recruitments can be conducted at the option of the Personnel Officer after conferring with the affected Department Head(s) through closed promotional (all permanent City employees who meet desirable qualifications) and/or open competitive (all individuals who meet desirable qualifications) processes.
- C. The City agrees that the filing period for such promotional opportunities as stipulated in Section "A" of this Article shall be no less than 30 calendar days.
- D. The period specified in Section "C" of this Article may be modified by the mutual written consent of EFOL and the Personnel Officer.
- E. The City agrees that, if the position of Fire Captain II is changed to Battalion Chief or another similar designation, any Fire Captain II employees who have successfully passed their probationary period for the Fire Captain II position will not be required to retest for this new position.
- F. During the term of this contract, at the request of either party, the parties agree to meet and confer promptly on the subject of revising pertinent sections of the Personnel Rules and Regulations regarding reappointment after resignation.

ARTICLE 28 - DEFERRED COMPENSATION - EFOL

- A. The City has established voluntary deferred compensation plans administered by third party administrators. The City agrees to process the necessary payroll deductions and make payments to the administrators twice monthly.
- B. All costs for administration of the Plan exclusive of payroll deduction will be borne by the assets of the Plan.

ARTICLE 29 - UNION-MANAGEMENT COOPERATION - EFOL

- A. The City and EFOL recognize the need for and benefit of exploration and study of current and potential problems and differences by meetings of representatives of the parties and an exchange of views and information without the stresses and time limitations which may exist at the bargaining table. The City and EFOL agree to establish a Joint Study Committee to function during the term of this Agreement. The Authority of the Joint Study Committee may include:
1. To study, explore, and make recommendations to the parties concerning employer-employee relations problems referred to the Committee by the parties.
 2. To consider areas of work in which modifications can be made, including improving the efficiency of operations, conserving materials and supplies, and affecting other economies.
 3. To consider opportunities to increase efficiency and productivity.
 4. To consider opportunities to improve conditions of employment.
- B. The Committee shall consist of not more than two (2) employees from EFOL and not more than two (2) management employees from the City. EFOL members will be designated in writing to the City by the Presidents, one of whom will act as co-chair. City members will be designated by the City Manager, one of whom will act as co-chair.
- C. Persons from either party who are specialists in a subject under discussion may be brought into Committee meetings by mutual agreement of the co-chairs.
- D. The Committee's authority shall be limited to discussion, exploration and study of subjects referred to it by the parties. Any Committee recommendations to the parties shall be on a confidential basis.
- E. The committee shall have no authority to bargain for the parties on any issue, or to determine the disposition of any grievances which the Committee may review.
- F. Each party shall pay the expenses incurred by its permanent Committee members.
- G. The Committee shall not engage in meeting and conferring in good faith nor in any way modify, add to, or detract from the provisions of this Memorandum of Understanding.
- H. The City and EFOL recognize that continued large-scale employment at a fair wage can continue only as long as a high level of productivity is maintained. The City and EFOL agree that this result is dependent upon achieving a high quality of individual employee performance and efficiency and EFOL undertakes to encourage its members in the attainment of this objective. This can be done by reducing scrap and spoilage, good care of tools and equipment, a minimum amount of time wasted and careful and economical use of supplies, including utilities.

- I. It is agreed that EFOL will cooperate with the City in an effort to reduce to a minimum all practices which result in a loss of efficiency and needless expense. Inasmuch as "waste" is comprehensive in scope, it is impossible to enumerate all of the practices which might be involved. However, specifically the cooperation will include elimination of wasted time, elimination of wasted materials, reduction of absenteeism and conservation of tools, equipment materials and supplies.
- J. EFOL recognizes that in consideration of commitments made by the City, there is an obligation upon every employee to give honest, efficient and economical service in the performance of his/her duties.
- K. EFOL agrees that it will not directly or indirectly oppose or interfere with the legitimate and reasonable efforts by the City to maintain and improve the skill, ability and production of the employees and to reduce waste of materials.
- L. The parties acknowledge that protection against unexplained loss and disappearance of City property, materials and supplies is essential for efficient operation. EFOL will cooperate with the City in the elimination of such loss and disappearance.
- M. Both parties recognize that it is to their mutual interest and to the best interest of both the employees and the City if the quality of the City's service is improved. EFOL will encourage its members to attain these ends. It is agreed that the parties shall work together to improve the quality of service provided, reduce departmental ineffective service delivery, and to further these ends by developing job pride among employees.
- N. Consistent with the principle of a fair day's work for a fair day's pay, and consistent with the employee's welfare in regard to safety, health, and sustained effort, EFOL agrees to cooperate with the City in its effort to increase employee effectiveness and productivity.
- O. The parties agree that they will cooperate together toward the elimination of inefficiency where proven to exist. This means doing a fair day's work by all employees, and the carrying out of all reasonable instructions issued by their supervisors regarding work assignments. Complaints regarding the meaning of "reasonable" shall be made through the Grievance Procedure Article of this Agreement after the instruction has been carried out, unless complying with the instruction would place the employee's life in immediate danger.
- P. It is agreed that EFOL, the employees and members of management shall do everything within their power to conduct themselves individually and collectively so as to reflect favorably on the departments and the City, and improve the public standing of the City.

ARTICLE 30 - RESIDENCY - EFOL

- A. All safety employees represented by EFOL shall reside within 30 minutes driving time of 6th and C Streets.
- B. All safety employees shall make every reasonable effort to receive the pager signal used to call back off-duty personnel.

ARTICLE 31 - TRADES - EFOL

- A. Voluntary trading of time between EFOL/EFL employees is a benefit solely for the convenience of the employees involved and shall not be deemed as overtime. Trades of shifts are allowed only between employees in the same class, or between an employee in a particular class and another employee who has completed the department requirements to fill that class in an acting capacity. The City has no obligation to keep any records on shift trades or to be involved in enforcing a shift pay back.
- B. Upon signing a shift trade agreement, it shall be the responsibility of the trading partner to cover the initiating employee's original shift. If the trading partner is unable to fulfill their trade obligation for any reason, the trading partner shall be charged vacation, holidays, or CTO, at straight time. If, however, the Department was forced to hire overtime to fill the uncovered shift, the trading partner shall have vacation, or holidays charged at time and one half. An exception shall apply however, should a trading partner be injured while working a shift trade and be unable to complete the shift. In this case, it shall be the responsibility of the Department and not the trading partner to arrange and pay for a qualified staff replacement.

If for reasons of administrative difficulty or conflict, the City is unable to charge the trading partner leave time as set forth above (i.e., the trading partner being off on 4850, or if the trading partner had no leave time accrued, etc.) the responsibility for covering the shift reverts ultimately to the initiating employee. In this circumstance, if the initiating employee fails to arrange appropriate staffing to cover his/her original shift, then the initiating employee shall be charged leave time in the same manner as set forth above.

When an employee separates from City employment, the employee's last day on the City's payroll shall be the last day actually worked. No employee shall be allowed to extend their employment through repayment of shift trades.

ARTICLE 32 - DEFIBRILLATION PROGRAM - EFOL

- A. EFOL agrees to support and participate in the automatic defibrillation program.
- B. All employees shall earn accreditation in the use of defibrillation equipment.
- C. Any training required for accreditation shall be provided "on duty".
- D. The qualifications for immunity from liability for emergency rescue personnel are clearly set forth in Section 1799.100- 110 of the California Health and Safety Code. The City further agrees to defend its employees in litigation arising out of job related incidents.

ARTICLE 33 - PERSONNEL RULES - EFOL

During the term of this MOU, the parties agree to meet and confer promptly upon the request of either party on the implementation of the revised Personnel Rules and Regulations.

ARTICLE 34 - PERSONNEL RULE 11, AMENDED - EFOL

City Personnel Rule 11 shall be amended to include "Reduced in Compensation" in Section 11.1 as an additional possible disciplinary action option.

ARTICLE 35 - AUTOMATIC AID - EFOL

- A. The parties agree to implement Automatic Aid between the EFD and Humboldt Fire District #1 (HFD#1) as described in the Mutual Response Agreement executed between the City of Eureka and HFD#1 on March 9, 1992 and the Mutual Aid Agreement, as amended, executed between the City of Eureka and the Arcata Fire District on September 12, 1989. The City, EFL, and EFOL support the concept of Automatic Aid, and are jointly committed to insure its success.
- B. During the term of this MOU, the parties agree to meet and confer promptly upon request of either party, should the Automatic Aid Agreement described in Section A, above, be changed or should the City propose other Automatic Aid agreements that may be reached with other agencies. It is the intent of the parties that only those issues related to officer safety and workload which concern 1) staffing, 2) the number of apparatus responding pursuant to the Automatic Aid Agreement, or 3) the relocation of HFD#1 stations are subject to the reopening of bargaining.

ARTICLE 36 - FIRE SERVICE ALTERNATIVES - EFOL

- A. During the term of this MOU, either party may request to meet and confer over alternatives to the current method of providing fire services.

Whenever either party requests to meet and confer on fire service alternatives, neither party shall be bound to keep the subject(s) or the discussions confidential during the meet and confer process.

ARTICLE 37 - INCENTIVE PAY PROGRAMS - EFOL

A. HAZARDOUS MATERIALS RESPONSE TEAM

If the City determines it to be in the City's best interest, it may create and implement a Hazardous Materials Response Team (HAZMAT) under the following conditions:

1. The City in its sole discretion shall decide the make-up of the HAZMAT response team including, but not limited to, the use of EFOL/EFL personnel.
2. Protocols for HAZMAT response team operations shall be determined by the City Manager and other management staff, based upon input from a joint committee comprised of equal numbers of EFOL/EFL and Fire Department management staff. Protocols shall be established prior to the HAZMAT response team becoming operational.
3. Incentive Pay - Effective April 1, 1995, up to a maximum of 12 EFOL/EFL represented employees who are assigned to HazMat response team duties shall be entitled to receive a 3% salary increase above base salary during the period of such assignment. Assignments shall be at the City's sole discretion and no incentive pay shall commence until such time as the HAZMAT response team is operational.

The HAZMAT Response Team shall become operational when the City has determined that it is ready and available to respond to Hazardous Materials Incidents. It is the intent of the parties that employees receiving incentive pay pursuant to this article, shall be entitled to such pay while assigned to the HAZMAT Response Team and not simply when responding to Hazardous Materials Incidents. Assignments to the HAZMAT Response Team shall be done in writing.

1. The City may, at its sole discretion, discontinue the HAZMAT team at any time. This decision is not subject to meet and confer.

B. FIRE INVESTIGATOR

The City will provide one-time payments of \$200 per employee each January 1 for up to ten (10) people designated as Fire Investigator by the Fire Department.

- C. During the term of this contract, at the request of either party, the parties agree to meet and confer promptly on the subject of a Technical Rescue Team.

ARTICLE 38 - SPECIAL CIRCUMSTANCES LEAVE PROGRAM- EFOL

- A. The Special Circumstances Leave Program allows employees to assist other, eligible employees through allowed leave donations. The Program applies to employees who must be absent from work for personal reasons, when this absence creates a financial hardship because the employee has exhausted all of his/her applicable accumulated paid leave time. Special Circumstances Leave cannot be used for work-related situations, such as personnel or disciplinary actions, or for an employee's job-related illness or injury. It may also not be used instead of other existing and applicable leaves or programs, until all other applicable provisions have been fully applied.
- B. Paid leave time may be donated from employee to employee under the following conditions:
1. Any employee may donate accumulated vacation, compensatory time or holiday time to an eligible employee. Sick leave cannot be donated.
 2. Donations must be made in increments of one regular work day (or more) from the donating employee.
 3. Should the employee receiving the donated hours not use all donated leave, any balance(s) will remain with the respective donating employee(s).
 4. Donated paid leave time shall be converted to its cash value and then credited to the recipient in hours at the recipient's base hourly rate as holiday credit.
 5. Employees donating paid leave time shall do so in writing on a form developed by the City.
 6. All donation transactions shall be credited effective the pay period following submittal of the form requesting the paid time donation.
- C. Paid leave time may be used under the following conditions:
1. The employee requesting leave donations shall submit a written request to the Personnel Director for review. If for medical reasons, the request must include a written statement from a licensed physician verifying the employee's need for absence from work.
- The Personnel Director will discuss the request with the City Manager. If the request is approved, it shall be forwarded to the Finance Director, who shall include with the next payroll notification of the request for leave donations and the procedure for donating leave.
- The Finance Director shall implement the leave donation and usage program in accordance with this article.

2. The affected employee must have exhausted any accumulated paid leave time for which they are eligible (sick, vacation, compensatory, holiday) prior to utilizing the leave donation program.
3. Any paid leave time accrued by the affected employee while using donated time must be used during the next pay period.
4. Only employees who have completed their initial probationary period are eligible to receive donated paid leave time. Exceptions to this provision may be approved by Personnel on a case-by-case basis.
5. The use of donated paid leave time shall not exceed three months for any one incident.

ARTICLE 39 - EMPLOYEE QUALIFICATIONS - EFOL

- A. All employees are required to maintain the qualifications required for their position. This may include, but is not limited to, driver's license, and/or other licenses and certificates required for the position. Whenever possible, testing for renewal of licenses and certificates shall be conducted during working hours. This provision, however, does not extend to Class C driver's licenses.

It is the employee's responsibility to immediately notify their supervisor or the Fire Chief if any of the following required licenses or certificates has expired, been suspended, or been revoked.

- * A valid Emergency Medical Technician 1
- * A valid State of California Firefighter I Certificate

Possession of, or ability to obtain, within twelve (12) months of appointment:

- * A valid Class B California Driver's License
- * ETAD Certificate
- * A valid Medical Examiners Certificate (CDL)
- * A valid Hazardous Materials First Responder Operations Certificate (FRO)
- * A valid Hazardous Materials First Responder Operations Decontamination Certificate (Decon)
- * Defibrillation certificate (if not included with Emergency Medical Technician 1 certificate)

- B. All employees are required to maintain the physical standards of the job. Should any non-industrial illness, injury, or other condition occur that a reasonable person would consider serious enough to affect the employee's ability to safely perform their job, it is the employee's responsibility to notify their immediate supervisor of the illness, injury, or condition.
- C. During the term of this contract, at the request of either party, the parties agree to meet and confer promptly on the subject of a Career Development Plan to provide for the internal promotion of existing personnel into higher level positions as necessary.

ARTICLE 40 - SUBSTITUTE APPOINTMENTS - EFOL

- A. A substitute appointment is defined in the City's Personnel Rules (Section 9.6) as a person who is appointed to fill the position of a regular employee who is on an approved leave of absence.
- B. A person hired on a substitute appointment basis shall be afforded all the salary and benefits provided by this agreement, except that no substitute employee shall have employment rights or appeal rights greater than a probationary employee.

ARTICLE 41 - PROFESSIONAL FIRE SERVICE ENHANCEMENT - EFOL

Effective July 1 of each year, the City will provide up to a \$1,000 salary advancement for each EFOL employee desiring to purchase equipment, training, or other professional enhancing opportunities or situations. Employees serving their initial probationary period following hire are not eligible for participation in this program until after they have completed probation.

The salary advance must be paid back in equal payroll deductions by the following June 30th. For purchases made in the months of May or June, an employee may request to extend the period of payback from June 30 to December 31 of that calendar year. Each employee requesting a salary advance and/or a payback period extension pursuant to this provision must have the approval of the City Manager before the advancement may be received.

ARTICLE 42 - CABLE TV/NEWSPAPER

Article 42 remains in the EFL MOU but has been removed from the EFOL MOU.

ARTICLE 43 - MOU COPIES - EFOL

- A. Within 30 days of approval of this agreement by the City Council, one copy of this MOU shall be provided to each EFOL member. The City will bear the cost of paper and printing and EFOL will do the work, if any, of compiling and distributing the document. In addition, the City will post the MOU on the City's personnel public share internal network site and/or on a specified website.
- B. Any changes to the MOU during the term of the contract shall be updated and made available on the City's website within thirty (30) days of approval of said agreement. This does not include side letters to clarify existing MOU items, which will be incorporated into successor MOU's.

ARTICLE 44 - DEPARTMENTAL REORGANIZATION - EFOL

Effective April 4, 1995, the Eureka Fire Department reorganization was approved by the City Council. City and EFL agreed to the following provisions concerning the departmental reorganization (revised December 5, 2003).

- A. Truck staffing - EFOL/EFL and the City agree that the City will be in compliance with Memorandum of Understanding Article 25, Staffing, Section A2, whenever a Duty Officer responds to an incident from their home.
- B. In-House Duty Officer - EFOL/EFL understands the reorganization of the Fire Department will result in times when no Duty Officer is on duty at a Fire Station. EFOL/EFL accepts this practice and understands that the assigned Duty Officer will, in these circumstances, be responding from home.
- C. Collateral Duties - EFOL/EFL and the City acknowledge that all EFOL/EFL represented employees perform collateral duties as a regular part of their normal responsibilities.

Collateral duties stay with the current position performing those duties as of the date of the Agreement, April 4, 1995, between the parties. An employee who fills a position vacancy, whether through promotion, demotion, transfer, new hire, etc., assumes the collateral duties of that position. With the approval of the Fire Chief, employees may swap collateral duties, in which case, they become a permanent part of the respective positions.

The following list details most, but not all, of those collateral duties:

- Historical Apparatus
- JOC
- SCBA Maintenance
- CPR/First Aid Instructor
- Volunteer Training
- Investigator
- Knox Box Lists
- Sprinkler Lists
- Target Hazards
- Inspection Program
- Prevention Captain
- Radios/Pagers
- Electrical Equipment
- EOC
- Buildings and Grounds
- Hydrants
- EMS Equipment
- Apparatus
- Tools and Equipment
- Defibrillator Program
- Hose

Protective Equipment

Additions or deletions to the list of collateral duties may be made from time to time, based on the needs of the Fire Department. It is understood, however, that collateral duties as described in this Article are of a supporting or subordinate and limited nature, and are not intended to address Department-wide functions or new Department services.

ARTICLE 45 – HEALTH AND WELLNESS PROGRAM - EFOL

During the term of this contract, at the request of either party, the parties agree to meet and confer promptly on the subject of a Health and Wellness Program.

ARTICLE 46 - TERM OF MEMORANDUM OF UNDERSTANDING - EFOL

The term of this Memorandum of Understanding shall commence at 12:01 a.m. on January 1, 2008, and shall continue in full force and effect until 11:59 p.m. on December 31, 2010, unless otherwise specified herein.

ARTICLE 47 - SCOPE OF AGREEMENT - EFOL

- A. It is understood that not everything pertaining to the employment relationship between the parties is included in this Agreement. However, it is the intent of the parties that the provisions of this Memorandum of Understanding shall supersede all prior and existing written agreements, Memorandums of Understanding, Memorandums of Agreement, contrary salary or Personnel Resolutions and Ordinances oral or written, expressed or implied between the parties.
- B. It is agreed by the parties that any section or part of this Agreement that is in conflict with any City or department rule, regulation, ordinance, code, resolution, practice or procedure oral or written, expressed or implied existing as of this date shall be resolved in favor of the provisions in this Agreement.
- C. Nothing in this Agreement is intended to conflict with or supersede the Eureka City Charter, State, or Federal Law.
- D. Nothing in this agreement shall be considered a waiver by EFOL of its right to Meet and Confer on any proposed changes by the City on matters within the scope of representation.

ARTICLE 48 - ACKNOWLEDGMENTS - EFOL

- A. Except as specifically provided herein, it is agreed and understood that each party hereto agrees that the other shall not be required to negotiate with respect to any subject or matters covered herein or with respect to any other matters within the scope of Meet and Confer during the term of this Memorandum of Understanding without mutual consent.
- B. Any agreement, alteration, understanding, variation, waiver, or modification of any of the terms or provisions contained herein shall not be binding upon the parties hereto unless made and executed in writing by all parties hereto, and if required, approved and implemented by the City Council.
- C. The waiver of any breach, term or conditions of the Memorandum of Understanding by either party shall not constitute a precedent in the future enforcement of all its terms and provisions.

ARTICLE 49 - SEPARABILITY - EFOL

- A. Should any provision of this Agreement be found to be inoperative, void, or invalid by a court of competent jurisdiction, or by reason of any existing or subsequent enacted legislation, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement, unless otherwise specified herein.
- B. This Agreement shall be binding upon the successors and/or assigns of both City and EFOL to the extent permitted by law.
- C. Except as provided in the above preceding paragraphs, the parties hereto agree this Memorandum of Understanding cannot be modified, changed or altered in any way whatsoever except by mutual written consent of said parties.
- D. If any Article or section of this Memorandum of Understanding should be found invalid, unlawful, or unenforceable by reason of any existing or subsequently enacted State or Federal legislation or by judicial authority, all other Articles and sections of this Memorandum shall remain in full force and effect for the duration of this Agreement unless otherwise specified herein. In the event of invalidation of any Article or section, the City and the Union agree to meet within thirty (30) days for the purpose of renegotiating said Article or section.

ARTICLE 50 - RATIFICATION AND EXECUTION - EFOL -

- A. The City and EFOL acknowledge that this Memorandum of Understanding shall not be in full force and effect until ratified by the EFOL general membership and adopted in the form of a resolution by the City Council.
- B. This Agreement constitutes a mutual recommendation by the parties hereto, to the City Council, that one or more ordinances and/or resolutions be adopted accepting its provisions and effecting the changes enumerated herein relating to wages, hours, fringe benefits, and other terms and conditions of employment for the EFOL bargaining unit.
- C. Subject to the foregoing, this Memorandum of Understanding is hereby agreed to be recommended for approval by the authorized representatives of the City and EFOL and entered into August 5, 2008.

CITY OF EUREKA

EUREKA FIRE OFFICERS LOCAL #4630

By _____
 David W. Tyson
 City Manager

By _____
 Mike Marriott
 EFOL President and Chief Negotiator
 Fire Captain II

By _____
 Susan Christie
 Chief Negotiator
 Personnel Director

By _____
 Chris Jelinek
 Co-Negotiator
 Fire Captain II

By _____
 Bill Gillespie
 Co-Negotiator
 Assistant Fire Chief

By _____
 Rusty Goodlive
 Co-Negotiator
 Fire Captain II

By _____
 Cindi Ricards
 Co-Negotiator
 Sr. Personnel Analyst